

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 1

IN THE MATTER OF:

SETTLEMENT AGREEMENT

BRUNSWICK MILL AND
CARVILL COMBING COMPANY
SUPERFUND SITES

U.S.EPA NEW ENGLAND
CERCLA DOCKET NO.
CERCLA-01-2008-0029

OLD VILLAGE MILL, LLC
SETTLING PARTY

PROCEEDING UNDER SECTION
122(h)(1) OF CERCLA
42 U. S. C. § 9622(h)(1)

TABLE OF CONTENTS

| | | |
|-------|--|----|
| I. | <u>JURISDICTION</u> | 3 |
| II. | <u>BACKGROUND</u> | 3 |
| III. | <u>PARTIES BOUND</u> | 4 |
| IV. | <u>DEFINITIONS</u> | 5 |
| V. | <u>PAYMENT OF RESPONSE COSTS</u> | 6 |
| VI. | <u>RELEASE OF FEDERAL LIENS</u> | 7 |
| VII. | <u>FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT</u> | 7 |
| VIII. | <u>COVENANT NOT TO SUE BY EPA</u> | 8 |
| IX. | <u>RESERVATIONS OF RIGHTS BY EPA</u> | 9 |
| X. | <u>COVENANT NOT TO SUE BY SETTLING PARTY</u> | 9 |
| XI. | <u>EFFECT OF SETTLEMENT/CONTRIBUTION</u> | 10 |
| XII. | <u>CERTIFICATION</u> | 11 |
| XIII. | <u>NOTICES AND SUBMISSIONS</u> | 12 |
| XIV. | <u>INTEGRATION/APPENDICES</u> | 12 |
| XV. | <u>PUBLIC COMMENT</u> | 13 |
| XVI. | <u>ATTORNEY GENERAL APPROVAL</u> | 13 |
| XVII. | <u>EFFECTIVE DATE</u> | 13 |

**CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

| | | |
|-------------------------|---|--------------------------|
| IN THE MATTER OF: |) | SETTLEMENT AGREEMENT |
| |) | |
| BRUNSWICK MILL AND |) | U.S.EPA NEW ENGLAND |
| CARVILL COMBING COMPANY |) | CERCLA DOCKET NO. |
| SUPERFUND SITES |) | CERCLA-1-2008-0029 |
| |) | |
| OLD VILLAGE MILL, LLC |) | PROCEEDING UNDER SECTION |
| SETTLING PARTY |) | 122(h)(1) OF CERCLA |
| |) | 42 U. S. C. § 9622(h)(1) |
| |) | |
| |) | |

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. On September 3, 1996, this authority was further delegated to the Director of EPA Region I's Office of Site Remediation & Restoration. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority in the circumstances of this settlement has been delegated to the Associate Attorney General of the Environmental Enforcement Section.

2. This Settlement Agreement is made and entered into by EPA and Old Village Mill, LLC ("OVM"). OVM consents to and will not contest EPA's jurisdiction to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Brunswick Mill ("Brunswick Site") and Carvill Combing Company ("Carvill Site") Superfund Sites in Plainfield, Connecticut. EPA alleges that the Sites are "facilities" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Brunswick Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604 under an Action Memorandum dated December 4, 2002 and an Action Memorandum Addendum dated November 2, 2003 which authorized EPA to: restrict access and provide site security; demolish the unsafe

building to allow safer access and working conditions to conduct the cleanup; conduct inventory, sample, analyze and dispose of drums/containers/cylinders containing hazardous substances; remove and dispose of asbestos debris, acetone-contaminated water and sediment and polycyclic aromatic hydrocarbon (PAH) contaminated ash and soil at an EPA-approved disposal facility, and restore the Site.

5. In response to the release or threatened release of hazardous substances at or from the Carvill Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604 under an Action Memorandum dated December 4, 2002 and an Action Memorandum Addendum dated March 29, 2004 which authorized EPA to: restrict access and provide site security; relocate an adjacent business owner; demolish the unsafe building to allow safer access and working conditions to conduct the cleanup; remove and dispose of asbestos debris at an EPA-approved disposal facility; and restore the Site.

6. In performing this response action, EPA incurred response costs, including oversight costs at or in connection with the Sites.

7. EPA alleges that OVM is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred at or in connection with the Sites.

8. EPA has reviewed the Financial Information submitted by OVM to determine whether OVM is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, EPA has determined that OVM has limited financial ability to pay for response costs incurred and to be incurred at the Site.

9. EPA and OVM recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. EPA and OVM agree that the actions undertaken by OVM in accordance with this Settlement Agreement do not constitute an admission of any liability by OVM. OVM does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement. OVM agrees not to contest the obligations imposed upon it pursuant to this Settlement Agreement.

III. PARTIES BOUND

10. This Settlement Agreement shall be binding upon EPA and upon OVM and its successors and assigns. Any change in ownership or corporate or other legal status of OVM, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such OVM's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is

authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

- a. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.
- b. "Brunswick Site" shall mean the Brunswick Mill Superfund Site property located at 57-59 Brunswick Avenue, Plainfield, Connecticut.
- c. "Carvill Site" shall mean the Carvill Combing Company Superfund Site property located at 63 Brunswick Avenue Extension, Plainfield, Connecticut. The property is also identified as 65 Brunswick Avenue Extension on the Town of Plainfield Assessor's card.
- d. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.
- e. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- f. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVII.
- g. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- h. "Financial Information" shall mean all financial information provided by OVM to EPA as set forth in Appendix B.
- i. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall

be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

j. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

k. "Parties" shall mean EPA and OVM.

l. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the United States has paid at or in connection with the Sites through March 18, 2008, as summarized in Appendix A.

m. "Section" shall mean a portion of this Settlement Agreement identified by a roman numeral.

n. "Sites" shall mean the Brunswick Mill Superfund Site and the Carvill Combing Company Superfund Site.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

12. Within 30 days after the Effective Date of this Agreement as defined by Paragraph 37, OVM shall pay to the EPA Hazardous Substance Superfund \$225,000, plus an additional sum for Interest on that amount calculated from March 21, 2008 through the date of payment. Payment shall be made by Electronic Funds Transfer ("EFT") to

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045
ABA No.: 021030004
Account No.: 68010727
SWIFT address:FRNYUS33
Field Tag 4200 of the Fedwire message should read: "D 68010727
Environmental Protection Agency"

Any Electronic Funds Transfers received at the EPA lockbox bank after 10:30 am (Eastern Standard Time) will be credited to the next business day. Payment shall be accompanied by a statement identifying the name and address of the Settling Party, the Site name, EPA Region 1 and Site/Spill ID Numbers 01AK and 01AL, and the EPA docket number (01-2008-0029) for this action.

13. At the time of payment, the Settling Parties shall also send notice to EPA in accordance with Section XIII (Notices and Submissions), that such payment has been

made. Such notice shall reference EPA Region 1 and Site/Spill ID Number 01AK and 01AL and the EPA docket number (01-2008-0029) for this action.

14. At the time of payment, each Settling Party shall send notice that such payment has been made to:

Tina Hennessy, Enforcement Coordinator
U.S. Environmental Protection Agency
One Congress Street, Suite 1100 (HBR)
Boston, MA 02114-2023.

VI. RELEASE OF FEDERAL LIENS

15. Within 30 days after EPA receives the payment required by Paragraph 12 of this Settlement Agreement, EPA shall file a Release of Notices of Federal Liens in the Town of Plainfield, Connecticut Clerk's Office. The Release of Notices of Federal Liens shall release the Notices of Federal Liens filed April 25, 2003, at Volume 301, Page 1104 and Volume 301, Page 1108, and shall not release any other lien or encumbrance which may exist upon the Properties.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

16. Interest on Late Payments. If OVM fails to make any payment required by Paragraph 12 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

17. If any amounts due under Paragraph 12 are not paid by the required date, OVM shall be in violation of this Settlement Agreement and shall pay stipulated penalties to EPA as follows, in addition to the Interest required by Paragraph 17:

Penalty Per Violation

Per Day

\$1,100

\$2,200

\$3,300

Period of Noncompliance

1st through 14th day

15th through 30th day

31st day and beyond

18. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of Settling Party, the Site names, the EPA Region and Site/Spill ID #s 01AK and 01AL, and the EPA docket number (01-2008-0029) for this action, and shall be sent to:

U.S. Environmental Protection Agency

Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

19. Penalties shall accrue as provided above regardless of whether EPA has notified OVM of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due, or the day a violation occurs, and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

20. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of OVM's failure to comply with the requirements of this Settlement Agreement, OVM shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, OVM shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

21. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. OVM's payment of stipulated penalties shall not excuse OVM from payment as required by Paragraph 12 or from performance of any other requirements of this Agreement.

VIII. COVENANT NOT TO SUE BY EPA

22. Except as specifically provided in Section IX (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against OVM pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Sites. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of the payment required by Paragraph 12. This covenant not to sue is conditioned upon the satisfactory performance by OVM of all of its obligations under this Settlement Agreement, including but not limited to, payment of all amounts due under Section V (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Settlement Agreement). This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by OVM. If the Financial Information is subsequently determined by EPA to be false or in any material respect inaccurate, OVM shall forfeit all payments made pursuant to this Settlement Agreement and the covenant not to sue shall be voidable at EPA's discretion. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from OVM's false or materially inaccurate information. This covenant not to sue extends only to OVM and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

23. The covenant not to sue by EPA set forth in Section VIII does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against OVM with respect to all other matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 22. Notwithstanding any other provision of this Agreement, EPA reserves all rights against OVM with respect to:

- a. liability for failure of OVM to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability arising under CERCLA for a release of a hazardous substance at or in connection with the Sites after signature of this Settlement Agreement; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Sites.

24. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Settlement Agreement, if the Financial Information provided by OVM, or the financial certification made by OVM in Paragraph 32(b), is false or inaccurate in any material respect.

25. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

X. COVENANT NOT TO SUE BY SETTLING PARTY

26. OVM agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Sites or this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections

106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Sites, including any claim under the United States Constitution, the Connecticut Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Sites.

Except as provided in Paragraph 28 (Waiver of Claims) and Paragraph 31 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 23(c) - (e), but only to the extent that OVM's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

27. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

28. OVM agrees not to assert any claims or causes of action that it may have for all matters relating to the Sites, including for contribution, against any other person. The waiver shall not apply with respect to any defense, claim, or cause of action that OVM may have against any person if such person asserts a claim or cause of action relating to the Sites against OVM.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

29. Except as provided in Paragraph 28, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Sites against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

30. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that OVM is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of

CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Sites, by the United States or any other person. The “matters addressed” in this Settlement Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Settlement Agreement (except for claims for failure to comply with this Settlement Agreement), in the event that EPA asserts rights against OVM coming within the scope of such reservations. In the event that OVM’s waiver of claims becomes inapplicable in accordance with Paragraph 28, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which OVM has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for “matters addressed” as defined above.

31. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Sites, OVM shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been addressed in this Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by EPA set forth in Section VIII.

XII. CERTIFICATION

32. OVM hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Sites since notification of potential liability by the United States or the filing of a suit against them regarding the Sites and that they have fully complied with any and all requests by EPA for documents or information regarding the Sites and OVM’s financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927;

b. submitted to EPA Financial Information that fairly and accurately sets forth their financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time OVM executes this Settlement Agreement, and the Appendix B information includes a true, correct and complete copy of the federal and state tax returns for the tax year 2007 that have been filed with the U.S. Treasury Department and the Connecticut Department of Revenue; and

- c. fully disclosed the existence of any insurance policies that may cover claims relating to clean-up of the Sites.

XIII. NOTICES AND SUBMISSIONS

33. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and OVM.

As to EPA:

Mary Jane O'Donnell, Esq.
Chief, ME/VT/CT Superfund Section
U.S. Environmental Protection Agency
One Congress Street, Suite 1100 (HBT)
Boston, Massachusetts 02114-2023

As to OVM:

John P. Gauvin
Managing Director
Old Village Mill, LLC
340 Prospect Street
Moosup, CT 06354-1733

XIV. INTEGRATION/APPENDICES

34. This Settlement Agreement and its appendices constitute the final, complete and exclusive Settlement Agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A is a summary of EPA's past costs.

Appendix B is copy of the financial documents submitted to EPA by OVM.

XV. PUBLIC COMMENT

35. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVI. ATTORNEY GENERAL APPROVAL

36. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).


XVII. EFFECTIVE DATE

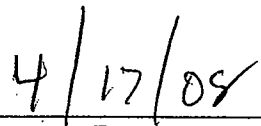
37. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Section XV has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

The UNDERSIGNED enters into this Settlement Agreement in the matter of CERCLA 01-2008-0029, relating to the Brunswick Mill and Carvill Combing Company Superfund Sites, Plainfield, Connecticut.

IT IS SO AGREED:

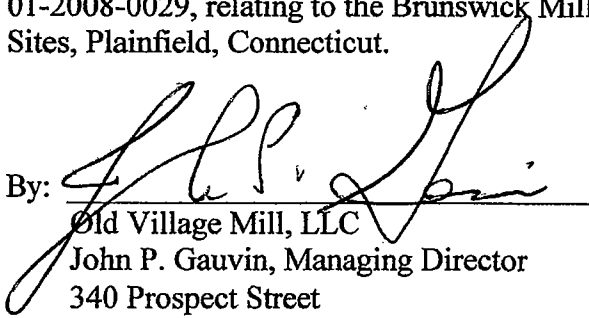
U.S. Environmental Protection Agency

By: 
James T. Owens, III, Director
Office of Site Remediation & Restoration


Date

The UNDERSIGNED enters into this Settlement Agreement in the matter of CERCLA 01-2008-0029, relating to the Brunswick Mill and Carvill Combing Company Superfund Sites, Plainfield, Connecticut.

By:


Old Village Mill, LLC

John P. Gauvin, Managing Director


340 Prospect Street

Moosup, CT 06354-1733

4/14/08
Date

The UNDERSIGNED enters into this Settlement Agreement in the matter of CERCLA 01-2008-0029, relating to the Brunswick Mill and Carvill Combing Company Superfund Sites, Plainfield, Connecticut.

U.S. Department of Justice

By: 
Ronald J. Tenpas, Assistant Attorney General
Environment and Natural Resources Division

7/2/08
Date

Appendix A
EPA Cost Summary Reports

IFMS Reconciliation Pending

Itemized Cost Summary

BRUNSWICK MILL, PLAINFIELD, CT SITE ID = 01 AK

Payroll Costs Through Pay Period 11 of Fiscal Year 2008 Ending March 01, 2008

Travel and Voucher Costs Through March 18, 2008

| | |
|--|------------------------------|
| REGIONAL PAYROLL COSTS | \$42,087.50 |
| REGIONAL TRAVEL COSTS | \$653.97 |
| EMERGENCY AND RAPID RESPONSE SERVICES (ERRS) CONTRACT COSTS | |
| SHAW ENVIRONMENTAL, INC (FORMERLY IT CORPORATION) (68-R1-980) | \$112,409.72 |
| SHAW ENVIRONMENTAL, INC. (68-W0-3037) | \$655,249.97 |
| ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT) CONTRACT COSTS | |
| LOCKHEED MARTIN SERVICES, INC. (68-W0-1008) | \$4,836.30 |
| OTHER CONTRACT COSTS | |
| TECHLAW, INC. (3Z0167NBLX) | \$1,216.93 |
| SUPERFUND TECHNICAL ASSISTANCE AND RESPONSE TEAM (START) CONTRACT COSTS | |
| WESTON SOLUTIONS, INC. (68-W0-0097) | \$288,461.00 |
| EPA INDIRECT COSTS | \$362,424.17 |
| EPA COSTS BEFORE PREJUDGMENT INTEREST | \$1,467,339.56 |
| Prejudgment Interest | \$187,044.64 |
| Total Site Costs: | <u><u>\$1,654,384.20</u></u> |

IFMS Reconciliation Pending

Itemized Cost Summary

CARVILL COMBING MILL, PLAINFIELD, CT SITE ID = 01 AL

Payroll Costs Through Pay Period 11 of Fiscal Year 2008 Ending March 01, 2008

Travel and Voucher Costs Through March 18, 2008

| | |
|--|-----------------------|
| REGIONAL PAYROLL COSTS | \$47,961.81 |
| REGIONAL TRAVEL COSTS | \$270.59 |
| EMERGENCY AND RAPID RESPONSE SERVICES (ERRS) CONTRACT COSTS | |
| SHAW ENVIRONMENTAL, INC (FORMERLY IT CORPORATION) (68-R1-980) | \$964.56 |
| SHAW ENVIRONMENTAL, INC. (68-W0-3037) | \$549,546.51 |
| INTERAGENCY AGREEMENT (IAG) COSTS | |
| ARMY CORPS OF ENGINEERS (DW96940286) | \$37,258.48 |
| SUPERFUND TECHNICAL ASSISTANCE AND RESPONSE TEAM (START) CONTRACT COSTS | |
| WESTON SOLUTIONS, INC. (68-W0-0097) | \$275,849.25 |
| WESTON SOLUTIONS, INC. (EPW05042) | \$12,361.63 |
| EPA INDIRECT COSTS | \$270,625.06 |
| EPA COSTS BEFORE PREJUDGMENT INTEREST | \$1,194,837.89 |
| Prejudgment Interest | \$150,424.17 |
| Total Site Costs: | \$1,345,262.06 |